



IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

**DISTRICT COURT
FILED**

SHARON K. MYERS, an Individual,
Plaintiff,

OCT 15 2014

vs.

Case No.

SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA. TULSA COUNTY

STATE FARM MUTUAL
AUTOMOBILE INSURANCE
COMPANY, a foreign corporation,
Defendant.

CJ-2014-03920

REBECCA NIGHTINGALE

PETITION

COMES NOW Plaintiff, Sharon K. Myers, an Individual, by and through her attorney of record, Hugh M. Robert, of the law firm of SHERWOOD, McCORMICK & ROBERT, and, for her cause of action against the Defendant, State Farm Mutual Automobile Insurance Company, a foreign corporation, states, alleges, and claims as follows:

1. Plaintiff had her car stolen on or about February 25, 2013. State Farm provided a rental car to the Plaintiff. While driving the rental car provided by State Farm, on or about March 14, 2013, Plaintiff was traveling southbound on a public roadway called South Sheridan Road, stopped at a red traffic signal, when she was struck in the rear by another vehicle.

2. That at the time of the collision, Plaintiff was an insured under an insurance policy issued by State Farm Insurance Company to Marion and Sharon Myers and containing Medical Payments Coverage, covering any vehicle driven by Plaintiff.

3. That Plaintiff opened a medical payments coverage claim known as claim number 36-367G-236. State Farm denied the claim and sent correspondence after the accident informing her they were "suspending" her policy.

4. That as a result of the insurance policy and the medical payments coverage, State Farm owed Plaintiff certain contractual obligations in the handling of his claim.

EXHIBIT

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5. That during the pendency of the claim, State Farm by and through its claims adjusters breached their contractual obligations to their insured, the Plaintiff.

6. That during the pendency of the claim, State Farm also owed their insured the duty to deal with the insured fairly and in good faith throughout the claims handling process.

7. That State Farm by and through its employees breached their duty to deal fairly and in good faith with their insured.


8. That State Farm's actions were intentional and in reckless disregard of their contractual and statutory obligations thus making Defendant State Farm liable to Plaintiff for punitive damages so as to deter State Farm and others from engaging in similar activity in the future.

9. As a direct and proximate result of Defendant's wrongful conduct as alleged above, Plaintiffs suffered financial losses and expenses as well as significant physical and mental pain and suffering, including emotional stress, anxiety, frustration and anger, with said damages totaling in excess of \$75,000.00.

WHEREFORE, premises considered, Plaintiff, Sharon K. Myers, demands judgment against defendant for breach of contract and bad faith in an amount in excess of \$75,000.00 plus punitive damages, attorney fees, court costs, prejudgment interest, post judgment interest, and what other further relief this Court deems equitable and just.

Respectfully submitted,

SHERWOOD, McCORMICK & ROBERT


Hugh M. Robert, OBA #22441
Bank of America Center
15 W. 6th St., Ste. 2112
Tulsa, OK 74119
(918) 592-1144
(918) 592-1149 (Fax)

Attorney for Plaintiff, Sharon K. Myers